

Jeffrey Allen, individually and as Natural
Guardian and Next Friend for A.A.,

Plaintiff,

v.

Innovative Hearth Products, LLC,

Defendant.

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Civil Action No.: 3:18-cv-02377-JMC

**ORDER APPROVING SETTLEMENT
AND DISMISSING ACTION**

WHEREAS, on August 28, 2018, Plaintiff commenced the above-captioned civil action (the “Action”) alleging Defendant sold/distributed an allegedly defective product (design defect), which led to physical burn injuries to A.A. (ECF No. 1.) Plaintiff alleges that Defendant is strictly liable for selling a product in a defective, unreasonably dangerous condition. *See* S.C. Code § 15-73-10– -30 (1976); *Kennedy v. Custom Ice Equip. Co.*, 246 S.E.2d 176 (S.C. 1978); *Madden v. Cox*, 328 S.E.2d 108 (S.C. Ct. App. 1985). Plaintiff alleges that A.A. was injured as a result of the defective design of the fireplace and Defendant breached the implied warranty of merchantability. Plaintiff alleges Defendant was negligent in selling the fireplace. *See Madden*, 328 S.E.2d at 112. Plaintiff sought monetary damages for Defendant’s alleged breaches.

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43), and was going to seek to exclude Plaintiff's expert (*see* ECF No. 43-1 at 9 n.4).

WHEREAS, Plaintiff and Defendant (collectively the "Parties") wish to avoid further litigation in this matter and have determined to settle this Action;

WHEREAS, the Parties, by their counsel, have executed a Settlement Agreement.

WHEREAS, Plaintiff Jeffrey Allen, the parent and legal representative of A.A., consents to the entry of this Stipulation and Proposed Order;

WHEREAS, pursuant to Local Civil Rule 17.02(A) (D.S.C.), all parties are properly represented and are properly before the court, no questions exist as to misjoinder or nonjoinder of parties, and the court has jurisdiction over the subject matter and the parties;

WHEREAS, pursuant to Local Civil Rule 17.02(B) (D.S.C.), the Complaint states a claim upon which relief can be granted; and

WHEREAS, pursuant to Local Civil Rule 17.02(C) (D.S.C.), Plaintiff's counsel provided legal advice to Plaintiff and A.A., drafted and filed the Complaint in this Action, conducted discovery and believe the Settlement Agreement to be fair and reasonable;

IT IS HEREBY ORDERED, pursuant to Plaintiff's Verified Petition for Approval of a Minor Settlement (ECF No. 48) that:

1. Plaintiff is appointed as *guardian ad litem* of A.A. for purposes of this action;
2. The Settlement Agreement between Plaintiff and Defendant is approved;
3. The above-referenced action is dismissed with prejudice and without costs; and
4. The pending Motion for Summary Judgment (ECF No. 43) is **MOOT**.

The court retains jurisdiction over this matter for the purpose of enabling any party to the Settlement Agreement to apply to the court for such further orders or directions as may be

necessary or appropriate for the enforcement, interpretation or implementation of the Settlement Agreement.

IT IS SO ORDERED.

A handwritten signature in black ink, reading "J. Michelle Childs". The signature is written in a cursive, flowing style.

United States District Judge

April 3, 2020
Columbia, South Carolina